

SEE ATTACHMENTS FOR SECTION A

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PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

The Contractor shall provide the necessary services to accomplish the requirements set forth in the Statement of Work.

B.2 CONTRACT TYPE

The FAA contemplates the award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract. The FAA intends to set aside this procurement for small businesses. This Screening Information Requests (SIR) is being released to ensure that 8(a), Service Disabled Veteran Owned Small Business (SDVOSB) and small business have an opportunity to provide the requested capabilities to satisfy the above described-requirement.

See section M for tiered evaluation information.

The NAICS code for this procurement is 541611 with a size standard of \$6.5 million

The total for this award shall not exceed \$7,000,000, including the base year and any exercises option years. The minimum shall be determined by the first task order issued.

I. BASE PERIOD

CLIN	LABOR	HOURLY RATE	ESTIMATED HOURS	TOTAL
0001	Project Manager		570	
0002	Task Team Leader		950	
0003	Subject Matter Expert		300	
0004	Senior Economist		1425	
0005	Staff Economist		710	
0006	Junior Economist		238	
0007	Research Analyst		238	
0008	Operations Research Analyst		290	
0009	Planning Analyst		70	
0010	Statistician		70	
0011	Cost Estimator		70	
0012	Cost Accountant		145	
0013	Aviation Industry Analyst		350	
0014	Financial Analyst		145	
0015	Investment Analyst		70	
0016	Accountant		145	
0017	Program Analyst		145	
0018	Editor		240	
0019	Support Staff		355	
0020	Computer Programmer/Tech		355	
0021	Travel/ODC			54,000.00
Total Cost				

II. OPTION YEAR ONE

CLIN	LABOR	ESTIMATED HOURLY RATE	HOURS	TOTAL
1001	Project Manager		570	
1002	Task Team Leader		950	
1003	Subject Matter Expert		300	
1004	Senior Economist		1425	
1005	Staff Economist		710	
1006	Junior Economist		238	
1007	Research Analyst		238	
1008	Operations Research Analyst		290	
1009	Planning Analyst		70	
1010	Statistician		70	
1011	Cost Estimator		70	
1012	Cost Accountant		145	
1013	Aviation Industry Analyst		350	
1014	Financial Analyst		145	
1015	Investment Analyst		70	
1016	Accountant		145	
1017	Program Analyst		145	
1018	Editor		240	
1019	Support Staff		355	
1020	Computer Programmer/Tech		355	
1021	Travel/ODC			56,000.00
			Total Cost	

III. OPTION YEAR TWO

CLIN	LABOR	ESTIMATED HOURLY RATE	HOURS	TOTAL
2001	Project Manager		570	
2002	Task Team Leader		950	
2003	Subject Matter Expert		300	
2004	Senior Economist		1425	
2005	Staff Economist		710	
2006	Junior Economist		238	
2007	Research Analyst		238	
2008	Operations Research Analyst		290	
2009	Planning Analyst		70	
2010	Statistician		70	
2011	Cost Estimator		70	
2012	Cost Accountant		145	
2013	Aviation Industry Analyst		350	
2014	Financial Analyst		145	
2015	Investment Analyst		70	
2016	Accountant		145	
2017	Program Analyst		145	
2018	Editor		240	
2019	Support Staff		355	
2020	Computer Programmer/Tech		355	
2021	Travel/ODC			58,000.00
			Total Cost	

VI. OPTION YEAR THREE

CLIN	LABOR	ESTIMATED HOURLY RATE	HOURS	TOTAL
3001	Project Manager		570	
3002	Task Team Leader		950	
3003	Subject Matter Expert		300	
3004	Senior Economist		1425	
3005	Staff Economist		710	
3006	Junior Economist		238	
3007	Research Analyst		238	
3008	Operations Research Analyst		290	
3009	Planning Analyst		70	
3010	Statistician		70	
3011	Cost Estimator		70	
3012	Cost Accountant		145	
3013	Aviation Industry Analyst		350	
3014	Financial Analyst		145	
3015	Investment Analyst		70	
3016	Accountant		145	
3017	Program Analyst		145	
3018	Editor		240	
3019	Support Staff		355	
3020	Computer Programmer/Tech		355	
3021	Travel/ODC			60,000.00
			Total Cost	

V. OPTION YEAR Four

CLIN	LABOR	ESTIMATED HOURLY RATE	HOURS	TOTAL
4001	Project Manager		570	
4002	Task Team Leader		950	
4003	Subject Matter Expert		300	
4004	Senior Economist		1425	
4005	Staff Economist		710	
4006	Junior Economist		238	
4007	Research Analyst		238	
4008	Operations Research Analyst		290	
4009	Planning Analyst		70	
4010	Statistician		70	
4011	Cost Estimator		70	
4012	Cost Accountant		145	
4013	Aviation Industry Analyst		350	
4014	Financial Analyst		145	
4015	Investment Analyst		70	
4016	Accountant		145	
4017	Program Analyst		145	
4018	Editor		240	
4019	Support Staff		355	
4020	Computer Programmer/Tech		355	
4021	Travel/ODC			62,000.00
			Total Cost	

PART I - SECTION C

STATEMENT OF WORK FOR REGULATORY & POLICY SUPPORT

C.1 Background

The Federal Aviation Administration periodically conducts regulatory and policy review work involving safety regulation of aviation, planning for future aviation needs, analysis of the impact of aviation on the environment, financial and investment analysis, and the provision of aviation facilities and services.

The Contractor must provide professional services to assist the FAA in conducting regulatory and policy review that includes analysis, evaluations, plans and information regarding FAA regulatory, environmental, safety, and service and facility development programs.

The Contractor must provide qualified employees to assist in the following general areas: Aviation Economics, Regulatory Analysis, Airport System Performance, Air Carrier Industry Performance, Accident/Incident Analysis, Financial and Investment Analysis, Risk Analysis, Planning, and Policy Analysis.

This effort requires trained and experienced professionals in:

- aviation regulatory analysis
- economics
- Federal policy
- legislative research
- model simulation
- statistics/econometrics
- delay/capacity analysis

C.2 Work Scope

A. The scope of work is divided into thirteen task areas:

Task Area 1: Analyses of the economic impact that access restrictions may have on the National Airspace System including airports. To support this task, the contractor may need to develop economic and policy tools as directed by the COTR.

Task Area 2: Analyses of the economic impacts that delay and congestion can have on service providers, customers, and the economy. These analyses may include an analysis of how delays (regardless of their cause) at one point in a system may cascade (through a network of airports) and result in delays at other points in the system.

Task Area 3: Analysis and quantification and/or validation of safety risk factors associated with aviation systems. This type of analysis is the foundation of most efforts to quantify the value of safety enhancements within the aviation system.

Task Area 4: Economic analysis including benefit/cost analysis, in support of FAA proposed changes to the Federal Aviation Regulations (FAR). When changes to the FAR are proposed, economic analysis must be conducted as required by applicable law or regulation.

Task Area 5: Provides support for and aids in the development of tools for legislative planning, policy analysis, performance management analysis, and generalized economic analysis as they relate to FAA's flight plan goals. For example, analysis required of the FAA funding options (and the impact on users in terms of taxes and/or user fees).

Task Area 6: Assessments of aviation network system performance, and analyses of airport/airway capacity.

Task Area 7: Development of aviation forecasts including the demand for FAA services, which are the basis for determining future needs. Provide methodological assistance may be required in development of such forecasts.

Task Area 8: Studies and policy/economic analyses associated with all aspects of the development and coordination of U.S. government positions to be taken in aviation policy, including international bilateral and multi-lateral fora.

Task Area 9: Development of cost estimates for the purpose of conducting economic analysis with respect to changes in the industry.

Task Area 10: Economic and financial studies of airports to determine such things as financial needs, compliance with FAA rates and charges policies, access to capital markets, competition, and outcomes of public/private partnerships.

Task Area 11: Economic studies, including cost studies, to establish or support a fee structure (limited or comprehensive) to recover part or all of FAA costs.

Task Area 12: Economic analyses to estimate values of economic and aviation parameters used in benefit/cost analyses such as value of life, time, aircraft operation and replacement costs, social surplus, useful life of equipment, etc.

Task Area 13: Economic, financial, and policy analysis of outsourcing.

Implicit in many of these activities is a need to consider the risk of accidents/incidents as a quantifiable factor. Research may incorporate various methodological approaches, which can provide information and analysis requiring a significant understanding of economic theory and practice as it relates to the aviation industry. Specific methods to be used for studies may or may not be specified by FAA. When FAA does not specify a particular methodology, the Contractor must suggest a methodological approach subject to FAA approval.

B. Task Orders: All work will be assigned, controlled, managed, and accounted for by Government issued Task Orders. Task Orders will contain a scope of work, schedule for delivery, deliverables, how delivered and to whom, an estimated labor mix and hours to perform the work, and FAA points of contact.

C. Staffing: The Contractor must provide sufficient technical personnel (in number, qualification, and professional experience) to perform this work. Labor categories utilized on any given Task Order will depend on the work to be accomplished. It is anticipated that the following labor categories will be required:

- Project Manager
- Task Team Leader
- Subject Matter Expert
 - Senior Economist
 - Staff Economist
 - Junior Economist
 - Research Analyst
- Operations Research Analyst
- Planning Analyst
- Statistician
- Cost Estimator
- Cost Accountant
- Aviation Industry Analyst
- Financial Analyst
- Investment Analyst
- Accountant
- Program Analyst
- Editor
- Support Staff
- Computer Programmer/Technician

D. Management: The Contractor must provide sufficient management oversight of their processes in order to ensure that:

- All employees are functioning within their designated labor categories and at acceptable levels of performance.
- All activities performed are covered by authorized Task Orders. Time spent on non-contract related activities must not be billed to the Government.
- Positions are staffed promptly with qualified and competent personnel. Meeting staffing requirements with qualified personnel is a corporate responsibility rather than a project responsibility and, as such, is not directly billable to the Government.

- All Contractor employees are performing their designated assignments in a timely manner and all reporting requirements are honored.
- Progress reports are submitted IAW the contract

C.3 Progress Reports

On a monthly basis, the Contractor must prepare a Contract Progress Report which describes significant technical accomplishments of the month, identifies major milestones planned and achieved, and indicates current and cumulative expenditures by task in both dollars and labor hours.

The Contractor must include with the Progress Report a summary cover sheet, which must include (a) the financial status of the Contract (current and cumulative expenditures by category) and (b) a list of the status of each Task Order, i.e., completed, no activity undertaken, progress report enclosed. If there is a major problem with any Task Order or an item that should come to the Technical Officer's attention, a notation must be included.

Each report must be submitted prior to or concurrent with the monthly invoice.

The Contractor must furnish via email an electronic version of the report to the COTR and the Contracting Specialist. Each report must be applicable to a single Task Order and contain an administrative section and a financial management section. These sections must include, at a minimum, the following information:

Administrative Section:

- The Contract number and Task Order number.
- The reporting period.
- A concise description of the work performed under the Task Order during the reporting period, in terms of the work accomplished, measured against work scheduled and deadlines established in the Task Order.
- A concise description of the work that will be performed under the Task Order during the next reporting period, including a variance analysis from work scheduled and deadlines established in the Task Order.
- A concise description of any technical or administrative problems that have arisen during the past reporting period under the Task Order, and problems that are expected to arise during the next reporting period.
- A description of anticipated activities for the next month.

Financial Management Section:

- The total charge for the reporting period and the cumulative total charge.
- The charge, in dollars, by labor category, and task/deliverable during the reporting period and cumulatively.
- The labor hours expended, by labor category, and task/deliverable during the reporting period.
- The balance of funds at the end of the reporting period.
- The balance of hours, by labor category, at the end of the reporting period.

C.4 Briefing Requirements.

The Contractor must conduct technical presentations as specified in the Task Orders. Up to twenty Government representatives may attend these briefings.

PART I - SECTION D
PACKAGING AND MARKING

D.1 Packing and Packaging

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

**E.1 AMS 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
(APRIL 1996)**

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

E.2 Inspection and Acceptance

(a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.

(b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation shall not be construed as assurance of acceptance of the finished product.

The Contracting Officer shall make final acceptance of all deliverable items, in writing.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

F.2 3.2.4 - Types of Contracts (Revision 5, July 2008)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 1, 2013.

(End of clause)

F.3 3.2.4-34 OPTION TO EXTEND SERVICES (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

F.4 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)

- The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days provided, that the Government should give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six months.

F.5 MONTHLY REPORTS

The contractor will provide monthly progress and status reports to the Contracting Officer, the Contracting Officer's Technical Representative (COTR) and the FAA Technical Point of Contact (POC) by the last day of each calendar month covering the activities of the previous month. Monthly reports of labor hours used, minutes of meetings attended, and work accomplished will be submitted to the COTR and the FAA Technical POC. The reports will also include accomplishments of the on-site contractors, and any administrative issues that need to be reported. Additionally, the contractor will provide an estimate of funds consumed and funding remaining within the monthly report.

F.6 PERIOD OF PERFORMANCE

The period of performance shall be as follows:

Base Year	Date of Award through 12 months
Option Year One	13 th month through 24 months
Option Year two	25 th month through 36 months
Option Year three	37 th month through 48 months
Option Year four	49 th month through 60 months

F.7 DELIVABLES AND DELIVERY SCHEDULE

The deliverables and delivery schedule will be set forth in each work order. Contract administration and reporting deliverables shall occur as identified in the Statement of Work Section.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Contracting Officer:

FEDERREAL AVIATION ADMINISTRATION
Attn: Timothy A. Spencer, Contracting Officer
800 Independence Avenue, S.W.
AJA-482
Washington, DC 20591
Phone (202) 267-9845

Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Anthony Hubbard
800 Independence Avenue, S.W.
AJA-481
Washington, DC 20591
Phone: (202) 493-4356

Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION
Attn: TBD

**G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND
TECHNICAL LEAD**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

The Technical Lead will serve as the chief daily point of contact with the contractor, will receive deliverables and recommend approval or disapproval of deliverables to the Contracting Officer's Technical Representative.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

G.4 PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor must submit invoices no more frequently than monthly. The Contractor must place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

Signature of Contractor's

Date of Invoice

Authorized Representative

The invoice package must include a properly completed commercial invoice in suitable format. For each invoice submitted for payment, the contractor must include the contract number, invoice number and both the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLINs, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLINs in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, must be delivered to the FAA CS, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice must be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contract Specialist:

Federal Aviation Administration
Attn: Anthony Hubbard, AJA-482
800 Independence Avenue, S.W.
Washington, DC 20591

Accounting Division:

US Mail	FEDEX
FAA Accounts Payable	FAA Accounts Payable
Branch, AMZ – 110	Branch, AMZ-110
PO Box 25710	6500 S. MacArthur Blvd.
Oklahoma City, OK 73125	Oklahoma City, OK 73169

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration “Contract Cost Principles” at AMS 3.3.2-1.

G.5 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- (a) All correspondence relative to this contract shall be addressed to the Contracting Officer, AJA-482. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer’s Technical Representative (COTR).

Part I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments, and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provide that the required FAA approvals are obtained prior to the performance of the services.

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.2 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.3 EMPLOYEE TERMINATION

(a) Contractor Personnel: The Contractor shall notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor shall be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

(b) Government Personnel: If Government personnel obtain identification cards from the Contractor, the identification cards should be returned upon the completion of assignment or departure from the FAA, whichever comes first? The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.4 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any consultants in the performance of this contract may have a need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and any consultants should abide by any restrictive use conditions on such data and not:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and
- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from

the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.5 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday. Inauguration Day is also observed by the Federal Government and should be accounted for when applicable.

H.6 POSTION DESCRIPTIONS

All Contractor employees shall meet the education and experience requirement stated within the position descriptions.

Labor Categories & Experience Requirements	Education Requirements
Project Manager: Within the last 5 years has experience in the following areas: 1) As a project lead and administrator and as the primary interface and point of contact on project issues. 2) Conducting and supervising project operations and planning and executing technical efforts. 3) Monitoring and reporting progress. 4) Managing acquisition and employment of the project resources and managing and controlling financial and administrative aspects of the project. 5) Ensuring work is performed efficiently and effectively. 6) Meeting with customers, preparing reports, and validating assumptions, methodologies, results, and final product.	Master's Degree in Economics or Public Administration or Operations Research or Business Administration and minimum 10 years experience in the areas listed for this labor category.

<p>Task Team Leader: Within the last 5 years has experience in the following areas: 1) Preparing meeting agendas. 2) Facilitating team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. 3) Delegating team tasks as needed (e.g. recording, gathering information, etc.). 4) Managing team conflicts so that problems are resolved constructively.</p>	<p>Master's Degree in Economics or Public Administration or Operations Research, or Business Administration and minimum 5 years experience in the areas listed for this labor category or Bachelor's Degree in Economics or Public Administration or Operations Research or Business Administration and minimum 15 years of experience in the areas listed for this labor category.</p>
<p>Subject Matter Expert: Within the last 5 years has experience in any of the following areas: 1) Specialized economics analysis 2) Forecasting 3) Airline planning 4) Airport planning 5) Network analysis 6) Financial analysis 7) Operational analysis 8) Public policy analysis 9) Environmental analysis 10) Economic theory.</p>	<p>Master's Degree and 10 years of experience or Bachelor's Degree in Economics or Public Administration or Operations Research or Business Administration and minimum 15 years of experience in the in the aforementioned areas.</p>
<p>Senior Economist: Within the last 5 years has experience in the following areas of: 1) Developing and applying advanced economic models to operational, and public policy issues. 2) Applying economic theory to public policy issues involving aviation. 3) Conducting benefit cost analyses for aviation infrastructure projects.</p>	<p>PhD. in Economics and minimum 10 years experience in the areas listed for this labor category.</p>
<p>Staff Economist: Within the last 2 years has experience in any of the following areas: 1) Econometric modeling 2) Applying economic theory 3) Conducting cost benefit analysis.</p>	<p>Master's Degree in Economics and minimum 7 years experience in the areas listed for this labor category.</p>
<p>Junior Economist: Within the last 5 years has experience in any of the following areas: 1) Econometric modeling. 2) Applying economic theory. 3) Conducting cost benefit analysis.</p>	<p>Bachelor's Degree in Economics or Operations Research and minimum 2 years experience in the areas listed for this labor category.</p>
<p>Research Analyst:</p>	<p>Bachelor's Degree in Economics or Operations Research. No years of experience necessary.</p>

<p>Operations Research Analyst: Within the last 5 years has experience in any of the following areas: 1) Developing optimization problems with binding constraints. 2) Conducting risk analysis. 3) Performing model validation and testing to ensure the adequacy of the solutions. 4) Defining data requirements and gathering and validating input data.</p>	<p>Bachelor's Degree in Operations Research or Economics and minimum 3 years experience in the areas listed for this labor category.</p>
<p>Planning Analyst: Within the last 5 years has experience in any of the following areas: 1) Coordinating research projects through the collection of quantitative and qualitative data, statistical analysis, and reporting of relevant findings to support decisions and planning. 2) Coordinating and managing surveys to support decision making.</p>	<p>Bachelor's Degree in Liberal Arts or Business or Engineering and minimum 2 years experience in the areas listed for this labor category.</p>
<p>Statistician: Within the last 5 years has experience in the following areas: 1) Collecting and analyzing data to solve problems and make predictions on future outcomes. 2) Forecasting data trends.</p>	<p>Bachelor's Degree in Mathematics or Statistics or Economics with concentration in Econometrics and minimum 3 years experience in the areas listed for this labor category.</p>
<p>Cost Estimator: Within the last 5 years has experience in the following areas: 1) Estimating project costs associated with public sector projects. 2) Familiar with cost estimating software such as Cocomo.</p>	<p>Bachelor's Degree in Accounting or Finance or Economics or Business or Management or Civil engineering and minimum 3 years experience in the areas listed for this labor category.</p>
<p>Cost Accountant: Within the last 5 years has experience in the following areas: 1) Applying the principles of cost accounting in the conduct of public sector projects. 2) Conducting studies and collecting data to determine the costs of business activity, such as raw material purchases, inventory, and labor.</p>	<p>Bachelor's Degree in Accounting and minimum 3 year experience in the areas listed for this labor category.</p>
<p>Aviation Industry Analyst: Within the last 5 years has experience in the following areas: 1) Developing and/or analyzing fleet forecasts. 2) Developing and/or analyzing traffic and revenue forecasts. 3) Conducting network and air carrier schedule analyses. 4) Examining air carrier financial data.</p>	<p>Bachelor's Degree in Aviation Related Field or Economics or Business with aviation experience and minimum 10 years experience in the areas listed for this labor category.</p>

<p>Financial Analyst: Within the last 5 years has experience in the following areas: 1) Assisting in the analysis of financial data and extracts and defining relevant information; interpreting data for the purpose of determining past financial performance and/or to project a financial probability. 2) Performing statistical, cost, and financial analysis of data reported in the various financial systems. 3) Developing financial reports for forecasting, trending, and results analysis. 4) Interpreting financial transactions and events for users who must make economic or business decisions.</p>	<p>Bachelor's Degree in Finance or Economics or Financial Economics and minimum 10 years experience in the areas listed for this labor category.</p>
<p>Investment Analyst: Within the last 5 years has experience in the following areas: 1) Analyzing financial information to forecast business, industry, and economic conditions. 2) Gathering and analyzing company financial statements, industry, regulatory and economic information. 3) Interpreting data concerning price, yield, stability, and future trends of investments. 4) Summarizing data describing current and long term trends in investment risks and economic influences pertinent to investments.</p>	<p>Bachelor's Degree in Finance or Economics or Financial Economics and minimum 10 years experience in the areas listed for this labor category.</p>
<p>Accountant: Within the last 5 years has experience in the following areas: 1) Applying the principles of accounting to analyze financial information and prepare financial reports. 2) Compiling and analyzing financial information to prepare entries to accounts, such as general ledger accounts, documenting business transactions. 3) Analyzing financial information detailing assets, liabilities, and capital, and prepares balance sheet, profit and loss statement, and other reports to summarize current and projected company financial position.</p>	<p>Bachelor's Degree in Accounting and minimum 10 years experience in the areas listed for this labor category.</p>
<p>Program Analyst: Within the last 5 years experience in any of the following areas: 1) Developing systems for data collection. 2) Researching and compiling statistics and data for projects. 3) Assisting in writing narratives for proposals and monitoring project timelines.</p>	<p>Bachelor's Degree in Liberal Arts or Business or Engineering and minimum 2 years experience in the areas listed for this labor category.</p>

Editor: Within the last 5 years has experience in the following areas: 1) Managing, editing, and formatting. 2) Quality control of the production of briefing papers, reports, and presentations.	Bachelor's Degree in Liberal Arts and minimum 7 years experience or High School Diploma and minimum 15 years of experience in the areas listed for this labor category.
Support Staff: Within the last 5 years has experience in: 1) Office administration practices and procedures. 2) Principles and practices of sound business communication. 3) Correct English usage, including spelling, grammar and punctuation.	High School Diploma and minimum 3 years of experience in the areas listed for this labor category.
Computer Programmer/Tech: Within the last 5 years has experience in the following areas: 1) Manipulation of data bases. . <i>Government or large commercial databases including the Terminal Area Forecasts, Enhanced Traffic Management System, Origin and Destination Survey, and the T100 Flight Data.</i> 2) Programming using APL, Dbase, Visual Basic, Excel, and C/C+.	Bachelor's Degree in Computer Science or Mathematics and minimum 10 years experience in the areas listed for this labor category.

H.6 Key Personnel

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Project Manager and Task Team Leader

(End of clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-1	Exclusion from Future Agency Contracts	August, 1997
3.1.7-2	Organizational Conflicts of Interest	August, 1997
3.1.7-4	Organizational Conflict of Interest	February, 2009
3.1.7-5	Disclosure of Conflicts of Interest	February, 2009
3.2.2.3-1	False Statements in Offers	July, 2004
3.2.2.3-8	Audit and Records	February, 2009
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	February, 2009
3.2.2.7-8	Disclosure of Team Arrangements	April, 2008
3.2.5-1	Officials Not to Benefit	April, 1996
3.2.5-3	Gratuities or Gifts	January, 1999
3.2.5-4	Contingent Fees	October, 1996
3.2.5-5	Anti-Kickback Procedures	October, 1996
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	June, 1999
3.2.5-8	Whistleblower Protection for Contractor Employees	April, 1996
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts	April, 2001
3.3.1-17	Prompt Payment	January, 2008
3.3.2-1	FAA Cost Principles	October, 1996
3.4.1-10	Insurance - Work on a Government Installation	July, 1996
3.6.1-7	Limitations on Subcontracting	July, 2008
3.6.2-5	Certification of Nonsegregated Facilities	February, 2009
3.6.2-6	Previous Contracts and Compliance Reports	April, 1996

3.6.2-8	Affirmative Action Compliance	April, 1996
3.6.2-9	Equal Opportunity	August, 1998
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans	April, 2007
3.6.2-13	Affirmative Action for Workers With Disabilities	April, 2000
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era	April, 2007
3.6.2-35	Prevention of Sexual Harassment	August, 1998
3.6.2-39	Trafficking in Persons	January, 2008
3.6.3-13	Recycle Content and Environmentally Preferable Products	April, 2009
3.6.3-16	Drug Free Workplace	February, 2009
3.6.4-10	Restrictions on Certain Foreign Purchases	April, 1996
3.10.1-2	Production Progress Reports	April, 1996
3.10.1-3	Penalties for Unallowable Costs	October, 1996
3.10.1-7	Bankruptcy	April, 1996
3.10.1-8	Suspension of Work	August, 1998
3.10.1-9	Stop-Work Order	October, 1996
3.10.1-11	Government Delay of Work	April, 1996
3.10.1-14	Changes - Time and Materials or Labor Hours	April, 1996
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts)	April, 1996
3.10.3-2	Government Property - Basic Clause	April, 2004
3.10.6-3	Termination (Cost Reimbursement) Alternate IV	October, 1996
3.10.6-7	Excusable Delays	October, 1996
3.14-5	Sensitive Unclassified Information (SUI)	July, 2008
3.1.7-6	Disclosure of Certain employee Relationships (October 2006)	

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

**ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE
RELATIONSHIPS**

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration
(February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or

termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 15 working days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: BIR Code 2

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;

- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event,

the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make

for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

(b) For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in AMS Procurement Guidance T3.10.1, "Novation and Change-of-Name Agreements."

(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end date of the exercised option year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-16 Alternate I Ordering (October 1996)

Include the following paragraph (d) in cost reimbursement indefinite quantity contracts:

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

(End of clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately

conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold up to \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Washington Headquarters Orville Wright Bldg. (FOB10A) 800 Independence Avenue, SW, Room 109 Washington, DC 20591. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Washington Headquarters 800 Independence Avenue, SW, Washington, DC 20591 must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AIN-400, Room 315 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: AIN-400, Room 315 800 Independence Ave, SW, Washington, DC 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Processing Center, Room 109.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment J-1 Business Declaration Form

ATTACHMENT J.1 BUSINESS DECLARATION FORM

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____
3. Telephone Number of _____
4. a. Name of Person Making Declaration _____
b. Telephone Number of Person Making _____
c. Position Held in the Company _____
5. Controlling Interest in Company (*"X" all appropriate boxes*)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*)

7. Nature of Business (*Specify all services/products (NAIC)*) _____
8. • (a) Years the firm has been in business: _____ • (b) No. of Employees _____
9. • Type of Ownership: • ☐ a. Sole Ownership • ☐ b. Partnership
• ☐ c. Other (Explain) _____ •
10. • Gross receipts of the firm for the last 3 Yrs. _____ •
_____ •
_____ •
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING
STATEMENTS CONCERNING**

•

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I
AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF
18 USCS 1001.**

•	•	•
_____	_____	_____
•	•	•
_____	_____	_____

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (April 2009)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April, 2009)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(End of clause)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains

unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or

has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of clause)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of,

☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other
_____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

3.6.3-11 Toxic Chemical Release Reporting (April 2008)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of Clause)

3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4

number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of clause)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/ Documentation/Offerors (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-15 Authorized Negotiators (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.2.2.3-20 Electronic Offers (July 2004)**
- 3.2.2.3-33 Order of Precedence (February, 2009)**

L.2 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same

day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.3 PROPOSAL GENERAL INSTRUCTIONS

Proposals shall be complete and conform to the instructions in this section; incomplete proposals or proposals which contain significant deviation may result in the exclusion of such proposals from further consideration. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals will be conducted on the basis of the information contained in the written proposal. The Offeror's proposal shall be composed of the following:

L.3.1 PLACE, DATE AND TIME FOR SUBMISSION OF PROPOSALS

a. MAILING/DELIVERY ADDRESS—Proposals must be mailed, hand-carried, delivered by courier or Express Mail to the Contract Specialist at the following address:

Federal Aviation Administration
Attn: Anthony Hubbard, Contract Specialist, AJA-482
Room 400W
800 Independence Avenue, S.W.
Washington, DC 20591

b. QUESTIONS – Any questions or clarification concerning any aspect of the SIR must be prepared in writing and submitted to the Contract Specialist. Questions must make reference to the applicable section of the SIR. Offerors questions and the responses by the Government may form the basis of an amendment to the SIR.

During the period from issuance of the SIR through receipt of the Offeror's proposals, **questions must be submitted to the Contract Specialist in writing, no later than 10:00 a.m. EDT on August 14, 2009.** Questions may be E-MAIL to Anthony.Hubbard@faa.gov .

c. TIME AND DATE – Proposals must be received by the Contract Specialist at the above location no later than **10:00 a.m.** Eastern Daylight Time on **August 27, 2009.**

d. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all copies of the proposal. The FAA will not accept any submission made by facsimile, telex, telegraph, electronic mail, or similar devices. If the identified Contract Specialist or his appointed alternate does not receive a proposal by the specified date and time, it

will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals not later than the date and time specified above.

L.4 PERIOD OF OFFER

Proposals must be considered binding for 120 calendar days from the solicitation closing date. Proposals may offer more than 120 days, however proposals offering less than 120 days may be deemed to be unacceptable.

L.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation of, or the submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.

Furthermore, no pre-contract costs must be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

The FAA will not accept any submission made by facsimile. If the identified Contracting Officer or his appointed alternate does not receive a proposal by the specified date and time, it will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals not later than the date and time specified above.

L.6 Volumes and Markings

Volume I - Technical Proposal – including attachments resumes, etc. (1 original and 2 copies)
Volume II - Price Proposal (1 original)

The original proposal must be signed by an official who is legally authorized to obligate the Offeror to a contract.

Each volume of the proposal must be submitted in a separate, loose-leaf binder. A binder cover sheet must be affixed to each volume, which clearly identifies it by number, copy number (i.e., "Copy 1 of 3"), the SIR identification number, and the Offeror's name. No foldouts are allowed in any volume.

Binding and Labeling A binder cover sheet must be affixed to each volume, which clearly identified each volume, volume number, original or copy number (i.e. copy 1 of 4), solicitation number and identification, and Offeror's name. **The name of the offeror must only be included on the "Cover Sheet" page of each volume. All other pages must not contain any information which identifies the Offeror, such as company name, address, or logo; however, this excludes company's name on resumes and Section A.** Copy number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. If material for a volume requires more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Technical Proposal, Volume II, Book 1 of 2.

Submission of all proposal material must be in hard copy and electronic format. Electronic format is described as using Microsoft Office Suite 2003 or earlier on CD-ROM. **One CD-ROM must have both the technical and price proposal saved on the CD and must be labeled Contract Specialist Copy, and the solicitation number.** The company's name and logo may be affixed this CD only. **The second CD ROM must have only the Technical Proposal.** The technical proposal must be free of all branding and naming both in labeling and content; the aforementioned exclusions are extended to this portion of the submission also. The material presented in hard copy must be identical to that delivered in electronic format.

L.6.1 Technical Proposal presentation must be as follows:

1. Page size must be 8-1/2 by 11 inches and 1-inch margins must be used. The proposal pages including charts, tables, diagrams and graphics, may be printed on both sides of plain white bond paper with each side enumerated for page count. Unless otherwise stated, times new roman and a font size no less than 12 point must be used. When both sides of a sheet of paper contain material, it will be counted as two pages. The technical proposal shall not exceed 25 pages
2. Charts, tables, diagrams and graphics will be included in the total page count allowed. Any information provided beyond the allowed page counts will not be considered.
3. Common accepted standard uses of capitalization, spelling, punctuation, and manuscript preparation must be used in the preparation of the proposal. For example, proposal submitted in all capital lettering is not a commonly accepted standard use of capitalization.

Proposal contents must be as follows: The Offeror's response must be contained in two (2) Volumes and must include the sections and subsections as follows:

The Technical Proposal, Volume 1, must consist of Part 1, Part 2 and Part 3 as follows:

- Factor 1:Tab 1 - Staffing and Resumes
 - A. Offerors must provide a resume for each of proposed personnel this contract, Factor1, Staffing and Resumes. Each resume must contain relevant work experience education. Each resume shall not exceed 5 pages. The Project Manager and Task Team Lead are identified as key personnel. Offerors may not propose the same person in more than one category except for the Project Manager and Task Team Lead.
 - B. If these personnel are not currently employed by the Offeror, the Offeror must provide a signed commitment letter in this section. Commitment letters will not count against the page limitation above. Upon contract award, the Government requires the Offeror to perform the requirements of this contract with the proposed personnel specified in this portion of the response.

Factor 2: Tab 2 - Past Performance

Offerors must provide past performance information on no more than 5 contracts, but no less than 1 contract of similar size and scope to this requirement. The FAA will only evaluate work that has been performed within the last 5 years. All of the Offeror's past performance submissions must include information must include:

- a. Customer Name
- b. Address, telephone number, e-mail and facsimile numbers of Contracting Officer and Technical Contact in charge of project
- c. Contract number and type of contract
- d. Date of contract, period of performance, and place(s) of performance
- e. Size of contract or relevant task order (average number of staff and dollar value)
- f. Narrative description of the project that describes the scope of work, the specific responsibilities of the Offeror, major deliverables produced and any problems or issues that occurred and the corrective action taken that may impact the Offeror's past performance.
- g. Role (prime or subcontractor)
- h. Whether or not the contract was successfully completed and any awards or other recognitions received for the work
- i. Original contract amount compared to the final amount with explanation of variance.
- j. The Offeror must provide at least three (3) studies performed in the last (5) five years, that demonstrate innovative analytical approaches, in any of the following areas: 1) Airport capacity/delay analyses, airport access issues, airport pricing, airport economic simulation modeling. 2) Risk analysis. 3) Economic analysis and planning, cost/benefit analyses, and air-traffic forecasting.

Factor 3: Tab 3 - Technical Capability

Offerors must demonstrate their firm's technical approach in performing work that is both consistent with and responsive to the requirements of the Statement of Work (SOW) and that demonstrates the likelihood of successful performance. Technical Capability is limited to no more than twenty-five (25) pages.

L.7 Price Proposal

Factor 1: Tab 1 Complete all pricing in Section B.

Also as a part of this volume include:

Tab 2 Offeror's Certifications and Representations (Section K)

Tab 3 Offeror's Business Declaration Form Attachment A

Part V - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 AWARD SELECTION

FAA will select for contract award the proposal that provides the best value to the agency. Best value is defined as the offer that presents the most advantageous solution to the FAA's requirement. In making this determination, the technical evaluation will be significantly more important than the price. FAA will make trade-offs between these factors and is not confined to making award to either the Offeror submitting the highest-rated technical proposal or the lowest-priced proposal. However, as the assessment of technical proposals becomes closer among Offerors, price will become a more important consideration.

The FAA reserves the right to award a contract immediately following its evaluation of the written materials, without discussions or negotiations with the successful Offeror or any other Offeror. The FAA also reserves the right to remove from further consideration any proposal for which a factor or sub-factor receives an unacceptable rating. Therefore, it is critical that each offer be fully responsive to this solicitation and its provisions. However, the FAA reserves the right to conduct discussions and negotiations with any competing Offeror, or all competing Offerors, as the situation warrants.

To be eligible for award, an Offeror must be determined to be financially viable and otherwise responsible in accordance with the FAA's AMS. This will be a tiered evaluation process

- The first tier shall consist of all Service-Disabled Veteran Owned Small business.
- The second tier shall consist of Socially and Economically Disadvantage business those expressly certified in the SBA's 8(a) program.
- The third tier shall be all Small Business,
- The fourth and final tier shall be all Offerors who submitted a proposal irrespective of size or SBA delineation.

This tiered evaluation services two purposes to ensure participation by Small Business and ensure that healthy competition is created. Each tier will be evaluated independently of the other. If two or more Offerors in the first tier receive a rating of Technical Acceptable, then an award will be made within that tier to the Offeror that is both technical acceptable and offers the best value to the Government.

If two Offerors are not found within the first tier then those Offerors within the second tier shall be reviewed. If the combination of the first tier and the second tier provides two technical acceptable proposals that offer the best value, then an award will be made to the Offeror whose proposal is both technically acceptable and offers the best value to the Government.

If after reviewing the second tier if there are not two technically acceptable offers then the FAA will review the third tier and if two are not found then the fourth, following the aforementioned process to determine who shall receive the award.

M.2 TECHNICAL PROPOSAL EVALUATION

The FAA will evaluate Offeror's proposals based on the evaluation factors below. The weight of each factor is indicated below. A gross deficiency review will be conducted by the Technical Team Lead prior to any proposal being reviewed by the technical review team

Factor 1: Staffing & Resumes will be evaluated as meets/does not meet. Factor 2: Past Performance and Factor 3: Technical Capability will be evaluated numerically and evaluators will identify discriminators (strengths, weaknesses, and risks) likely to impact successful contract performance.

Factor 1: Staffing and Resumes (Meets/Does Not Meet)

Staffing and Resumes will be evaluated using the Offeror's resumes and the labor category descriptions and education and experience requirements in **H.6, Position Descriptions**. This evaluation factor will be evaluated as follows: meets or does not meet for each labor category. Offeror's evaluated as "does not meet" in two or more occurrences will not be considered for award.

Factor 2: Past Performance (70%)

Past Performance will evaluate the history of performance by the Offeror as a prime and as a first tier subcontractor subcontractor(s) on projects of similar scope and size. Offerors should not rely on the personal knowledge of the evaluators or assume that data will be obtained from other sources. Offerors are solely responsible for the completeness and accuracy of their proposal submissions. Offerors, however, should anticipate that the FAA will contact the individuals submitted pursuant to L.6.1 and that the FAA will rely on information obtained from those individuals in evaluating the proposal. The following evaluation factors will be used to evaluate past performance:

Score Factors for <i>Factor 2: Past Performance</i>	
<u>SCORE TO APPLY</u>	<u>DEFINITION</u>
4	<p>Exceptional Merit: demonstrates that the Offerer has served as a prime contractor within the last 5 years on 3 contracts of similar size and scope; The Offerer has successfully completed studies in the areas of 1) airport capacity; 2) risk analysis, and 3) economic analysis with a focus on either planning, benefit-cost analysis, and planning that involved airport capacity; delay analysis; risk analysis, economic analysis involving planning; cost benefit analysis, and air traffic forecasting.</p> <p>The narrative description of projects demonstrates a keen understanding of topic areas.</p> <p>Work was done on time and within budget.</p> <p>.</p>
3	<p>More than Adequate: The Offerer served as either the prime or 1st tier sub-contractor within the last 5 years on 3 contracts of similar size and scope; The Offerer has successfully completed studies in the areas of 1) airport capacity; 2) risk analysis, and 3) economic analysis with a focus on either planning, benefit-cost analysis, and planning that involved airport capacity; delay analysis; risk analysis, economic analysis involving planning; cost benefit analysis, and air traffic forecasting.</p> <p>The narrative description of projects demonstrates a keen understanding of topic areas.</p> <p>Work was done on time and within budget.</p>
2	<p>Adequate: The Offerer served as either the prime or 1st tier sub-contractor within the last 5 years on 3 contracts of similar size and scope; The Offerer has successfully completed studies in the areas of 1) airport capacity; 2) risk analysis, and 3) economic analysis with a focus on either planning, benefit-cost analysis, and planning that involved airport capacity; delay analysis; risk analysis, economic analysis involving planning; cost benefit analysis, and air traffic forecasting.</p> <p>The narrative description of projects demonstrates a modest understanding of topic areas.</p> <p>Work was done on time and within budget.</p>

1	<p>Marginal Acceptable: The Offerer has not served as prime or 1st tier subcontractor within the last 5 years on 3 contracts of similar size and scope;</p> <p>The Offerer has successfully completed studies in the areas of 1) airport capacity; 2) risk analysis, and 3) economic analysis with a focus on planning, benefit-cost analysis, and planning that involved airport capacity; delay analysis; risk analysis, economic analysis involving planning; cost benefit analysis, and air traffic forecasting.</p> <p>The narrative description of projects demonstrates a modest understanding of topic areas.</p> <p>Work was done on time and within budget.</p>
0	<p>Unacceptable: The Offerer has not served as prime or 1st tier subcontractor within the last 5 years on 3 contracts of similar size and scope;</p> <p>The Offerer has not successfully completed studies in the areas of 1) airport capacity; 2) risk analysis, and 3) economic analysis with a focus on either planning, benefit-cost analysis, and planning that involved airport capacity; delay analysis; risk analysis, economic analysis involving planning; cost benefit analysis, and air traffic forecasting; or the narrative description of projects does not demonstrate an understanding of topic areas.</p>

Factor 3: Technical Capability (30%)

Technical Capability will be evaluated to the extent that it demonstrates each firm's technical approach in performing work that is both consistent with and responsive to the requirements of the Statement of Work and that demonstrates the likelihood of successful performance. The following evaluation factors will be used.

- Subfactor 1 (50%): The FAA will evaluate the Offeror's specific corporate experience and methodology proposed in accomplishing the Statement of Work requirements.
- Subfactor 2 (50%): The FAA will evaluate the Offeror's use of state-of-the-art tools and techniques needed to perform the requirements of the Statement of Work. (Examples of such tools include software such as [Gams, SAS, Gauss, and Matlab] and mathematical programming techniques such as linear and non-linear programming). to evaluate technical capability:

**SCORE TO
APPLY**

DEFINITION

- | | |
|---|--|
| 3 | Exceptional Merit: demonstrates both corporate experience and a viable methodological approach to satisfying the requirements noted in the Statement of Work. The Offeror also demonstrates a mastery of the use of state-of the-art tools and techniques needed to perform the tasks noted in the Statement of work. |
| 2 | More than Adequate: demonstrates corporate experience and a viable methodological approach to satisfying the requirements noted in the Statement of Work. The Offeror also demonstrates a limited mastery of the use of state-of the-art tools and techniques needed to perform the tasks noted in the Statement of work. |
| 1 | Adequate: demonstrates limited corporate experience and a viable methodological approach to satisfying the requirements noted in the Statement of Work. The Offeror also demonstrates a limited mastery of the use of state-of the-art tools and techniques needed to perform the tasks noted in the Statement of work. |
| 0 | Unacceptable: Element is not addressed; totally deficient and without merit. |

The score above will be multiplied by the significance of each factor to obtain a weighted score.

Evaluators will document strengths, weaknesses, and deficiencies as described below.

Strength: A factor of the Offeror's proposal which meets or exceeds the Government's requirements and which provides a creative, innovative or unique feature likely to provide extra benefit to the Government.

Weakness: A factor in the Offeror's proposal which, while meeting the minimum requirements of the SIR, is presented in such a manner so as to cause one or more members of the evaluation team to question whether the Offeror could meet the performance requirements.

Deficiency: Any part of a proposal that fails to satisfy the Government's requirements.

M.3 Cost/Price Proposal Evaluation

Cost/Price will be evaluated for realism, reasonableness, and risk